

Agenda

Catherine Rybczynski Town Clerk

Town Board of the Town of Hamburg

February 13, 2023

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Notice of Public Hearing, Ch. 76**
- 4. Notice of Public Hearing Proposed Local Law 2, 2023**
- 5. Minutes of Previous Meeting 1.9.2023**
- 6. Renew Lease with Centennial Art Center**
- 7. Purchase Vehicles – POLICE (3 Ford Explorers)**
- 8. Purchase Vehicle – POLICE (Chevrolet Tahoe)**
- 9. B&G Snow Blower Purchase**
- 10. B&G PAF**
- 11. Professional Design Services Frontier Middle Safe Routes to School Project**
- 12. Request for Proposals Hamburg Woodlawn Gateway BOA Nomination**
- 13. Comprehensive Plan Implementation Committee**
- 14. Alchemy Shores Rezoning Reso**
- 15. PAF - Youth, Recreation & Senior Services**
- 16. Youth Board Appointments**
- 17. Advertise to Bid - Town Beach Boat Ramp Dredging Term Agreement and Ramp repair**
- 18. Authorize Demolition - 4292 Big Tree**
- 19. Hamburg/Southtowns Drug Free Community Coalition Appointments**
- 20. Annual Contract Public / Staff GIS Services**
- 21. Annual Building Department GIS Services**
- 22. West Arnold Waterline Design**
- 23. RFP - Authorization - Payroll Services**
- 24. RFP Release - Payroll & Human Resource Services**
- 25. Emergency Repair for Woodlawn Storm Water Pump Station Supplemental Work**
- 26. Adopt Revised Fee Table**

- 27. EECG Consulting, LLC 2023 Agreement**
- 28. Professional Design Services Agreement Hamburg Skatepark Project**
- 29. Business from the Floor**
- 30. Meeting is adjourned by Supervisor**

Town Board of the Town of Hamburg
February 13, 2023 Meeting

3. Notice of Public Hearing, Ch. 76

LEGAL NOTICE
TOWN OF HAMBURG
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town Board of the Town of Hamburg on February 13, 2023, at 7:00 P.M. in the Hamburg Town Hall, 6100 South Park Avenue, Hamburg, New York to consider the following:

An amendment to Chapter 76 of the Hamburg Town Code, Building Code, that provides for the Administration and Enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in the Town of Hamburg by replacing the existing Chapter 76 with updated “Building Code Administration and Enforcement” to reflect changes made by the State of New York. The full text of said local law shall be available for inspection at the Hamburg Town Hall during normal business hours, and on the Town of Hamburg website: www.townofhamburgny.gov Click on Legal Notices and Bids.

Dated: January 23, 2023

Cathy Rybczynski
Town Clerk
Town of Hamburg

**Town Board of the Town of Hamburg
February 13, 2023 Meeting**

4. Notice of Public Hearing Proposed Local Law 2, 2023

LEGAL NOTICE TOWN OF HAMBURG

NOTICE OF PUBLIC HEARING

Proposed Local Law #2, 2023

PLEASE TAKE NOTICE that there has been presented to the Town Board on January 23, 2023, pursuant to the Municipal Home Rule Law, a proposed local law to be known as proposed local law #2, 2023; said local law amends Chapter 280 of the Hamburg Town Code, entitled “Zoning” by adding a new article entitled “Camp Road Interchange District.”

A copy of the proposed amendment will be available, for public review, during regular business hours at the HAMBURG TOWN HALL, Town of Hamburg Clerk’s Office, 6100 South Park Avenue, Hamburg, New York 14075, and on the Town of Hamburg’s website: www.townofhamburgny.com, click on “Legal Notices and Bids.”

THEREFORE, pursuant to the statutes and the provisions of the Municipal Home Rule Law, the Town Board of the Town of Hamburg will hold a public hearing on February 13, 2023, at 7:00 p.m. (local time), at which time all interested persons may be heard.

Dated: January 23, 2023

Catherine Rybczynski
Town Clerk
Town of Hamburg

Town Board of the Town of Hamburg
February 13, 2023 Meeting

5. Minutes of Previous Meeting 1.9.2023

RESOLVED, that the Hamburg Town Board does hereby approve the minutes of the previous meeting as follows:

Town Board Reorganizational Meeting 1.9.2023

Moved: Comerford

Town Board of the Town of Hamburg
February 13, 2023 Meeting

6. Renew Lease with Centennial Art Center

BE IT RESOLVED that the Town of Hamburg renew the current Lease with the Centennial Art Center of Hamburg, Inc. for the premises located at 3185 Amsdell Road. The premises shall be used by the Centennial Art Center of Hamburg, Inc. to undertake educational and recreational art programs for residents of the Town of Hamburg. The term of the lease shall be for a period of five (5) years, commencing on February 17, 2023 and ending on February 17, 2028.

BE IT FURTHER RESOLVED that the Supervisor is authorized to sign this lease.

Moved: R. Hoak

**Town Board of the Town of Hamburg
February 13, 2023 Meeting**

7. Purchase Vehicles – POLICE (3 Ford Explorers)

RESOLVED, the Town Board authorize the Police Department to purchase three (3), new and unused 2023 Ford Utility Police Interceptor Explorers for the price of \$44,780.00 per unit for the grand total of \$134,340.00.

WHEREAS, the ordering window for new Utility Police Interceptor Explorers has closed, and

WHEREAS, the Police Department has received quotes from Delacy Ford and Bill McCandless Ford, and

WHEREAS, Bill McCandless Ford is beginning to receive 2023 Ford Utility Police Interceptor Explorers on their lot, with more in production, and

WHEREAS, we are still awaiting delivery of one (1) 2022 Ford Utility Police Interceptor Explorer from Delacy Ford which was ordered in January 2022,

WHEREAS, the trade-in values of Car 19-VIN_3645 and Car 21-VIN_2781, against these purchases are still being evaluated and will be awarded, at a later date, after Town Board approval.

THEREFORE, the Police Department requests to purchase the three (3) 2023 Ford Utility Police Interceptor Explorers from Bill McCandless Ford at the total dollar amount of \$134,340.00.

The funds for these vehicles are available in B3120.202 Motor Vehicles.

Moved: K. Hoak

Town Board of the Town of Hamburg
February 13, 2023 Meeting

8. Purchase Vehicle – POLICE (Chevrolet Tahoe)

WHEREAS, the ordering window for new Chevrolet Tahoe PPV was prematurely closed due to the high market demand, and

WHEREAS, due to market shortages, the vehicle is slated for production in the 2nd quarter of 2023, and

WHEREAS, Basil Chevrolet was the only dealership able to obtain a Chevrolet Tahoe PPV for sale, and

WHEREAS, the Chevrolet Tahoe PPV has proved critical in snow-related weather events and in response to emergency calls, and

WHEREAS the Police Department respectfully requests to purchase the 2023 Chevrolet Tahoe PPV from Basil Chevrolet at the amount of \$48,902.00.

RESOLVED, the Town Board authorize the Police Department to purchase one (1) new and unused 2023 Chevrolet Tahoe PPV for the price of \$48,902.00,

The funds for this vehicle are available in B3120.202 Motor Vehicles and have been encumbered from the 2022 Fiscal Year Budget.

Moved: K. Hoak

**Town Board of the Town of Hamburg
February 13, 2023 Meeting**

9. B&G Snow Blower Purchase

BE IT RESOLVED, that the Town Board authorize the Buildings and Grounds Department to purchase one (1) Erskine 925FM Front Mount Snow Blower 90” in the amount of \$5,595.75, after trade-in, per NYS Contract # PC69683.

Funds available in account A.7250.201

Moved: R. Hoak

**Town Board of the Town of Hamburg
February 13, 2023 Meeting**

10. B&G PAF

February 13, 2023

BE IT RESOLVED, that the Town Board approve the termination and hiring of the following employees in B&G.

Moved: R. Hoak

ATTACHMENTS:

Description	Upload Date	Type
B&G PAF 02-13-23	2/9/2023	Cover Memo

Town Board of the Town of Hamburg
February 13, 2023 Meeting

11. Professional Design Services Frontier Middle Safe Routes to School Project

WHERE AS, limited pedestrian and bicyclist safety infrastructure and community connectivity exists in the areas adjacent to the Frontier Middle School along Amsdell Road; and

WHERE AS, the Town of Hamburg received a \$550,000 multimodal award from NYS Senator Sean Ryan to implement pedestrian and bicyclist safety infrastructure improvements in proximity to the Frontier Middle School;

NOW THEREFORE BE IT RESOLVED that the Hamburg Town Board authorizes EECG Consulting, LLC to work with the Town of Hamburg Engineering Department to select a consultant to provide the professional design services necessary for the implementation of the Frontier Middle Safe Routes to School Project; and

BE IT FURTHER RESOLVED THAT, once the agreement is executed, the Town of Hamburg will designate EECG Consulting, LLC to manage the project on behalf of the Town of Hamburg.

Moved: Farrell Lorentz

Town Board of the Town of Hamburg
February 13, 2023 Meeting

12. Request for Proposals Hamburg Woodlawn Gateway BOA Nomination

WHERE AS, the Town of Hamburg intends to develop a BOA Nomination Plan for the residential and commercial areas in proximity to the former Bethlehem Steel facility; and

WHERE AS, the Town of Hamburg was awarded a brownfield opportunity area (BOA) grant from NYSDOS to procure the necessary professional services to prepare the Hamburg Woodlawn Gateway BOA Nomination; and

WHERE AS, the development of the BOA Nomination Plan will initiate the revitalization of the Hamburg Community to include: economic development, waterfront redevelopment, multimodal connectivity, and brownfield remediation;

NOW THEREFORE BE IT RESOLVED that the Hamburg Town Board authorizes EECG Consulting, LLC to issue an RFP in the New York State Contract Reporter, on behalf of the Town of Hamburg, to initiate the selection process to secure a consultant to develop the Hamburg Woodlawn Gateway BOA Nomination; and

BE IT FURTHER RESOLVED THAT, once the agreement is executed, the Town of Hamburg will designate EECG Consulting, LLC to manage the project on behalf of the Town of Hamburg.

Moved: Farrell Lorentz

Town Board of the Town of Hamburg
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13. Comprehensive Plan Implementation Committee

Whereas the Town of Hamburg has adopted a new Comprehensive Master Plan, and the Hamburg Town Board, Comprehensive Plan Committee, and the plan itself recognizes the need for an ongoing implementation process,

Now Therefore Be It Resolved that the Hamburg Town Board creates a Comprehensive Plan Implementation Committee and designates members as follows:

Standing Committee Members:

Randall Hoak
 Elizabeth Farrell Lorentz
 Town of Hamburg Assistant Planner
 Ken Kostowniak- Dir. Engineering/Code/DPW
 Bill Clark, Planning Board
 Chris Hull, Community Development Director
 Mark Lorquet, Conservation Committee representative
 Agriculture Committee representative
 Mark Melewski, Town Grant Writer
 Mark Walling, Legal Department/Code Review representative
 Ric Dimpfl, Zoning Board representative
 Andy Palmer, Village of Blasdell representative
 Laura Hackathorn, Village of Hamburg representative
 Sean Doyle, HIDA Executive Director
 Jamie Decker, Chamber of Commerce Director
 Bob Hutchison-Resident/HIDA
 Rich Clark-Resident

Consultants:

Engineering Consultant Camie Jarrell- GHD
 Planning Consultant Drew Reilly-Wendel

Ad Hoc Committee Members:

Jennifer Robertson-IT Director
 Ed Hughes, Highway Superintendent
 Jillian Gorman-King, Director Youth, Recreation & Sr. Services
 TSAB Chairman/representative-Paul McQuillen
 Hamburg Moves or Go Bike representative
 Brad M. Rybczynski, Chair, Zoning Board of Appeals

Be It Further Resolved that the Comprehensive Plan Implementation Committee will collaborate with additional Town Departments, Committees, and Town Organizations as needed, and the Planning Consultant will update and report to the Hamburg Town Board on a regular basis.

Moved: Farrell Lorentz

Town Board of the Town of Hamburg
February 13, 2023 Meeting

14. Alchemy Shores Rezoning Reso

Whereas, the Town of Hamburg received a request from Alchemy Shores to rezone property located at 3780 Hoover Road (SBL # 159.11-1-8.111) from M-2 (Light Industrial District) to MU1 (Mixed Use District); and

Whereas, the Code Review Committee reviewed this request, and the new Comprehensive Plan and found merit in the potential rezoning of this property; and

Whereas, the Hamburg Town Board has various concerns about this request, but would like to entertain the request to gather more information about the project.

Now, Therefore, Be It Resolved, that the Hamburg Town Board hereby refers this rezoning request to the Planning Board for its review, report, and recommendation; and

Be It Further Resolved that the Hamburg Town Board would like to act as SEQR Lead Agency in accordance with the New York State Environmental Quality Review Act (SEQRA) and hereby authorizes the Planning Department to perform the appropriate notifications.

Moved: R. Hoak

ATTACHMENTS:

Description	Upload Date	Type
Rezoning Application	2/8/2023	Backup Material

REZONING APPLICATION

16

In The Matter of the Application for Amendment of Ordinance

-of-

Petitioner(s)

To the Honorable Town Board of the Town of Hamburg, New York

The Petition of: zoning

Address

3780 Hoover Rd

Town

Hamburg NY 14219

in the County of Erie and State of New York, respectfully shows:

The Petitioner(s) is/are the owner(s) of certain premises situation in the Town of Hamburg, County of Erie and State of New York, and more particularly described as follows:

SBL# _____

Location

3780 Hoover Rd Hamburg NY 14219

Record Title Owner and Address:

Alchemy Shakes LLC

same as above

Zoning change requested from

M2

to

~~C2~~ MU1

Petitioner's Interest in Land Title:

owner

The Petitioner(s) desire(s) that the said premises, or so much thereof as the Town Board shall approve, be rezoned for the following uses and for the following reasons:

to be used as private event space

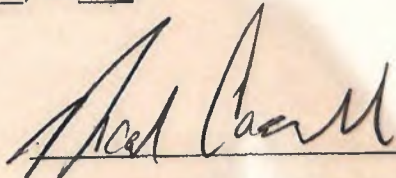
The Petitioner(s) enclose(s) herewith the sum of \$ unknown to pay the cost of publishing a notice of a public hearing, which the petitioner(s) request(s) be called by your Honorable Body pursuant to the provisions of the said Zoning Ordinance.

The Petitioner(s) hereby attach the following to this application:

- Survey of the property to be rezoned
- Legal description of the property to be rezoned
- Short Environmental Assessment Form (EAF)

The Petitioner establishes that no previous application has been made for the relief herein sought except: _____

Dated this 13 day of Jan, 2023



Signature of Owner(s)

**Town Board of the Town of Hamburg
February 13, 2023 Meeting**

15. PAF - Youth, Recreation & Senior Services

Be it resolved, that the Town Board approve the termination and hiring of personnel for the Youth, Recreation & Senior Services Dept. as follows:

Moved: Connolly

ATTACHMENTS:

Description	Upload Date	Type
PAF 2/13/23	2/9/2023	Cover Memo

**Town Board of the Town of Hamburg
February 13, 2023 Meeting**

16. Youth Board Appointments

Be it resolved, that the Town Board make the following appointments to the Youth Advisory Board for a term of three years commencing on 1/01/2023:

Roselind Bogner, Amy Kane, Christie Gleason, Ellen Henry and Kara Brese

Moved: Farrell Lorentz

**Town Board of the Town of Hamburg
February 13, 2023 Meeting**

17. Advertise to Bid - Town Beach Boat Ramp Dredging Term Agreement and Ramp repair

BE IT RESOLVED that the Town Clerk is authorized to advertise for sealed bids entitled “Hamburg Town Beach Dredging Term Agreement & Ramp Repair” Sealed separate bids will be received at Hamburg Town Hall, Town Clerk’s Office, 6100 South Park Ave, Hamburg, New York, 14075, and said bid will be publicly opened and read aloud, in Conference Room 7 A/B (downstairs). Mailed bids should be sent to the address as follows:

Town of Hamburg,
Attn: TOWN CLERK, Bid Enclosed
6100 South Park Ave
Hamburg, NY 14075

Hamburg Town Beach Dredging Term Agreement & Ramp Repair deadline for submission is Tuesday, March 7, 2023 at 11:00 am.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, their address, and name and number of the project for which the Bid is being submitted (per Notice to Bidders). If sent by mail,(registered preferred) or delivery service, the sealed envelope containing the bid (marked as directed above) must be enclosed in another envelope addressed as specified herein. Only those bids in the hand of the Owner, available to be read at the specified time and date, will be considered. **DO NOT FORGET TO MARK “TOWN BOAT RAMP AND DREDGING BID” AND SEND TO THE ATTENTION: TOWN CLERK.**

Moved: R. Hoak

**Town Board of the Town of Hamburg
February 13, 2023 Meeting**

18. Authorize Demolition - 4292 Big Tree

WHEREAS, The Town of Hamburg Building Department has identified an unsafe & hazardous residential structure, located at 4292 Big Tree Road, Blasdell New York 14219; and

WHEREAS, said property has been left unoccupied, unmaintained, and has fallen into an unsafe and hazardous condition; and

WHEREAS, The Town of Hamburg Building Department, Town Clerk, And County of Erie Department of Real Property have had no response or remittance of taxes for multiple years, and furthermore learning of the owner being deceased, no next of kin is present to contact; and

WHEREAS, a public auction of said property was held by the County of Erie with no successful sale or transfer of property;

BE IT RESOLVED, that the demolition of said condemned residential structure at 4292 Big Tree Road, Blasdell, New York 14219 is authorized by The Town of Hamburg due to the unsafe, dilapidated and structurally compromised nature of the structure, and the cost of the demolition to be placed on the properties tax levy.

BE IT FURTHER RESOLVED, that the demolition of this property be awarded to HANNA Demolition INC. 205 Baitz Street, Buffalo NY 14206 in the of \$18,000.00, as a result of a public bid opening held on January 18th, 2023. Cost of this demolition will be charged to A.3620.469.

Moved: Comerford

**Town Board of the Town of Hamburg
February 13, 2023 Meeting**

19. Hamburg/Southtowns Drug Free Community Coalition Appointments

Be it resolved, that the Town Board make the following appointments to the Hamburg / Southtowns Drug Free Community Coalition for 2023:

Dawn Springer, Lily Sumbrum, Andrew Lahrs, Andrew Hockworter,

Tom Smardz, Ella Dunn, Dawn Sagerman, Paul Peck, Jerred Childs,

Dennis Lalka and Lynn Magistrale.

Moved: Farrell Lorentz

Town Board of the Town of Hamburg
February 13, 2023 Meeting

20. Annual Contract Public / Staff GIS Services

WHEREAS, the Town of Hamburg utilizes a GIS system for the public and staff to utilize; and

WHEREAS, this system is hosted and maintained by Wendel Companies; and

WHEREAS the Town of Hamburg continues to utilize this GIS system as a vital part of day to day activity;

THEREFORE BE IT RESOLVED, based on recommendation of the Superintendent of Public Works, that the Town Board authorize the Town of Hamburg Supervisor to sign the proposal from Wendel Companies for the Annual Public / Staff GIS Application Hosting in the amount of \$5,500.00 to be paid out of account A.1440.440.

THEREFORE BE IT FURTHER RESOLVED, that this annual agreement proposes a GIS Support and training service to be billed separately based on as requested, time and expense, not to exceed \$10,000 to be paid out of account A.1440.440.

Moved: R. Hoak

Town Board of the Town of Hamburg
February 13, 2023 Meeting

21. Annual Building Department GIS Services

WHEREAS, the Town of Hamburg Building Department utilizes a GIS system to maintain records and permits;
and

WHEREAS, this system is hosted and maintained by Wendel Companies; and

WHEREAS the Town of Hamburg Building Department continues to utilize this GIS system as a vital part
of day to day activity;

THEREFORE BE IT RESOLVED, based on recommendation of the Superintendent of Public Works, that
the Town Board authorize the Town of Hamburg Supervisor to sign the proposal from Wendel Companies for
the annual GIS Web Map Application Hosting in the amount of \$5,900.00 to be paid from account
A.3620.0423.03.

THEREFORE BE IT FURTHER RESOLVED, that this annual agreement proposes a GIS Support and
training service to be billed separately based on as-requested, time and expense, not to exceed \$6,275 to be
paid from account A.3620.0423.03

Moved: M. Comerford

**Town Board of the Town of Hamburg
February 13, 2023 Meeting**

22. West Arnold Waterline Design

WHEREAS, the Town of Hamburg owns and maintain a 2” watermain servicing the residents on West Arnold Drive; and said waterline is subject to frequent breaks due to age and inadequate for proper fire protection; and

WHEREAS, it has been determined that a new 8” PVC watermain is required by ECDOH to be the minimum standard for replacement; and

WHEREAS, the Town of Hamburg Engineering Department has solicited for Professional Engineering, Survey and design to replace this watermain;

THEREFORE BE IT RESOLVED, based on recommendation of the Superintendent of Public Works, that the Town Board authorize the Town of Hamburg Supervisor to sign the proposal from Nussbaumer & Clarke Engineers & Surveyors for the West Arnold Drive Watermain Improvement Project in the amount of \$31,700.00.

Funds to be transferred from the B.1990.0419 – contingency account to account B.1490.0440.0002

Moved: S. Connolly

**Town Board of the Town of Hamburg
February 13, 2023 Meeting**

23. RFP - Authorization - Payroll Services

WHEREAS, The Town of Hamburg has determined that the interests of the Employees of the Town would be best served by updating the Town's payroll and human resource management systems so as to not only make it more efficient, interactive and informative, but to reduce confusion and redundancy in its current practices; and

WHEREAS, the Town requires details pertaining to specific municipal practices and services; all in a more user-friendly application;

NOW, THEREFORE, BE IT RESOLVED, that the Personnel Department of the Town of Hamburg is directed to secure proposals (RFPs) to implement a new town payroll and human resource system consistent with the foregoing characteristics.

MOVED: R. HOAK

Town Board of the Town of Hamburg
February 13, 2023 Meeting

24. RFP Release - Payroll & Human Resource Services

BE IT RESOLVED that the Hamburg Town Board authorizes the Personnel Department to advertise the attached Request for Proposals (RFP) for “Payroll Services & Integrated Human Resources & Related Services” for the period April 1, 2023-March 31, 2024. RFP’s to be opened on Tuesday March 14, 2023 at 2:00 p.m. at the Town of Hamburg Clerk’s office.

Moved: R. Hoak

ATTACHMENTS:

Description	Upload Date	Type
RFP-Payroll Services, Integrated Human Resources, Related Services	2/9/2023	Backup Material

TOWN OF HAMBURG, NY

6100 South Park Ave, Hamburg, NY 14075



REQUEST FOR PROPOSALS

Payroll Services & Integrated Human Resources & Related Services

February 13, 2023

Issued by:

Tara Rinaldi, Director of Personnel

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M. EASTERN STANDARD TIME ON:

March 14, 2023

DATE OF AWARD: TBD

One original and two (2) copies for a total of three (3) proposals must be returned in a SEALED ENVELOPE clearly marked **RFP (Request for Proposals): Payroll Services**

All questions should be in writing and will be addressed in writing.

Any alterations to the document made by the Proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Town of Hamburg.

Direct all inquiries / questions to:

Tara Rinaldi

Director of Personnel

(716) 649-6111 ext. 2386

Trinaldi@townofhamburgny.gov

Proposal should be mailed, or hand delivered to:

Town Hall

Clerk's Office

6100 South Park Ave

Hamburg, NY 14075

Payroll Service and Integrated Human Resources, Related Services**1. Purpose and Objective**

The Town of Hamburg (TOH) seeks a firm to provide an integrated human resources management and payroll information system and related services. The system should perform the functions and/or facilitate the services listed in this RFP's Section - Scope of Services. The successful applicant (hereinafter "Service Provider"), in coordination with TOH's Human Resources and Finance departments, is expected to complete implementation of its system within six months.

The Service Provider will invoice TOH on a monthly basis for the services provided. The business relationship between the Service Provider and TOH will continue at TOH's sole discretion.

TOH intends to award a contract to the respondent deemed most qualified and responsive to this request and whose proposal best benefits TOH.

2. Background

TOH is a municipality in Erie County with approximately 350 full and part-time/seasonal employees, varying by season. The Town is made up of several different building locations which require integration into a system.

Town Hall

Town Police Building

B&G Garage

Highway Garage

Golf Course

Nike Base

Senior Recreation Center

Town Park/Beach

Town Pool(s)

Remote locations

3. Scope of Services

The successful Contractor must at a minimum provide the following services:

This RFP seeks an integrated human resources management and payroll information system that is able to perform the functions and facilitate the services listed below. Please note that

Payroll Service and Integrated Human Resources, Related Services

this list may not be comprehensive, and all items on this list may not necessarily be implemented by TOH.

- Recruitment and onboarding
- Benefits administration
- Personnel action forms processing
- Employee performance management
- Employee professional development/training
- COBRA (Consolidated Omnibus Budget Reconciliation Act) services
- Payroll processing
- Federal and state payroll tax processing
- Customizable employee pay statements
- Employee IRS (Internal Revenue Service) Forms W-2
- General ledger data upload/interface
- Time and attendance management -Supervisors will need training to verify their departments
- Leave accrual calculation and tracking
- Employer contribution calculations
- Group-term life calculations
- Wage garnishment services
- Affordable Care Act reporting
- Customizable/Ad hoc reporting
- Mobile capabilities
- Ongoing customer service
- Employee self-service
- Monthly reporting (with payments)
- Union dues
- Quarterly Payroll Tax Filings
- Employer Quarterly Federal Tax Return (Form 941)
- Unemployment Tax
- Reconciliation of Social Security, Medicare Tax Contributions, workmen's compensation and New York State Local Retirement System
- Annual Payroll Tax Filings
- Federal Unemployment Tax Deposit (Form 940)
- Social Security Administration (Form W-3)
- Software Reporting Features:
 - Allow Supervisory Administration access to all areas
 - Allow employee access to submit personal information changes
 - Ability to prepare employee's pay classification accordingly to pay period,

Payroll Service and Integrated Human Resources, Related Services

wages, absence calculations, etc.

- Ability to customize reports
- Ability to access multiple years' history
- Software Self-Service Features:
 - Electronic access to W-4's, I-9's and any other required forms
 - Employee absence request with proper approval chain
 - Employee timecard punch options: mobile, online, key fob, time clock.
 - Employee can view past direct deposit receipts and W-2's
- Compliance and Additional Services:
 - Provide required HR/Employee Government notices to staff timely
 - Tracks and reports NYSLRS (New York State and Local Retirement System) as required. System must allow the available options from NYSLRS. Payroll Company will keep up to date on NYSLRS changes.
 - NYS Deferred Compensation payment and reporting
 - Provide banking services that include automatic withdrawal of funds to cover payroll costs and tax submissions. TOH will make one transfer for the total payroll costs at that pay period/quarterly/annual requirements. If your company has a different process for payments, please provide specific details outlining the process.
- Prompt customer support included
- Staff training included
- Provides software updates as needed

4. QUALIFICATIONS and REQUIREMENTS OF RESPONDENTS:

- A. Must provide detailed description of company background.
- B. Must have experience in providing payroll services to Government agencies and businesses within the State of New York. Municipality experience preferred. Provide a minimum of five (5) references.
- C. Must maintain a current office within the State of New York, preferably Erie County or adjacent counties for necessary visits with TOH.
- D. Must provide evidence of insurance for at least \$10 million and be willing to list TOH as an additional insured on your policy if awarded the contract.
- E. The company must be in business for (10) years or more.
- F. Provide a detailed listing of your payroll process.

TOH reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Payroll Service and Integrated Human Resources, Related Services

TOH reserves the right to waive minor irregularities in response proposals, provided action is deemed in TOH's best interests.

5. Projected Timetable

Use the following timetable as a guide for planning purposes. TOH reserves the right to adjust the timetable as necessary during the RFP process.

RFP Issued	February 13, 2023
Deadline for submitting questions	February 28, 2023 by 3:00 P.M. EST
Proposals Due at Town Clerk's Office	March 14, 2023 by 2:00 P.M. EST
RFPs opened at Town Clerk's Office	March 14, 2023 2:00 pm
Board Decision	March 27, 2023

6. Terms and Conditions

- A. The company awarded this competitive bid will have to do a test run of a payroll to verify with TOH your company can produce accurate payroll filings and records before we "go live".
- B. After verification of the software and test runs, TOH and the awarded company will start the contract at a mutually agreed upon date or terminate the contract if deemed inadequate to TOH standards. If it is deemed to continue with the payroll company, thereafter, the contract resulting from this RFP shall go from April 1, 2023 through March 31, 2024 with option of renewal. TOH reserves the right to terminate this agreement at any time if all items are not done as requested.
- C. Upon notification of contract award, the successful respondent shall sign and execute a formal contract agreement with TOH as well as provide the following documentation:
 - Professional Liability Certificate listing TOH as an additional insured
 - Verification your company has no criminal history and is valid to operate in New York
 - Worker's Compensation Insurance
 - Other required documents as may be outlined in the proposal specifications and/or qualifications and requirements
 - W-9

Payroll Service and Integrated Human Resources, Related Services

- Agree to indemnification and hold harmless the TOH

7. Instructions for Proposal

A. Compliance with the RFP

1. Proposals must be in strict compliance with this Request for Proposals and in the proposal response format contained herein. Failure to comply with all provisions of the RFP may result in disqualification. All information requested must be submitted, or a statement giving the rationale of the proposer for not submitting requested information.

B. Delivery of Proposals

1. All proposals are to be delivered before 2:00 P.M. Eastern Standard Time on: March 14, 2023 to:
Town of Hamburg
Clerk's Office
6100 South Park Ave
Hamburg, NY 14075

TOH will not accept any proposals received after 2:00 P.M. EST or delivered to a location other than what is listed above. Late or incorrectly delivered proposals will be returned to the Offerer at their expense or destroyed after 30 days.

Proposers must submit one (1) original, and two (2) exact duplicate, numbered copies of the proposal response.

List the Proposal Number on the outside of the sealed box or sealed envelope and note, "Request for Proposal enclosed".

C. Proposal Response Format

1. All proposals shall include the fee schedule at the end of this RFP in addition to other information requested or that you wish to provide.

D. Evaluation of Proposals

1. TOH will evaluate the proposals as deemed fit. It is the intent of the TOH to award the contract to the respondent based upon relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices.

Payroll Service and Integrated Human Resources, Related Services

2. TOH reserves the right to modify these specifications as deemed necessary. All modifications will be posted on our website Townofhamburgny.gov.
 3. TOH reserves the right to reject any and all proposals and/or to negotiate final contract terms with any proposer as deemed in its best interest.
- E. Acceptance of Proposals
1. The TOH Agent shall accept all proposals that are submitted properly. However, TOH, or designer, reserves the right to request clarifications or corrections to proposals.
- F. Validity of Proposals
1. All proposals shall be valid for a period of one hundred twenty (120) days from the opening date of the request for Proposal.

Payroll Service and Integrated Human Resources, Related Services

Company information / Fee Schedule

Company Name: _____

Address: _____

Federal EIN: _____ Phone No. _____

E-mail: _____

Website: _____

Company Representative and Title: (Print Clearly) _____

Company Rep Signature: _____ Date: _____

Were you or your company ever convicted of a crime? _____

Years in Business: _____ Number of Business Locations: _____

Please provide a monthly cost for the following:

- Cost to Process Bi-Weekly Payroll
- Cost to Process Quarter and Annual Taxes
- Cost of Payroll Software
- Cost of time clocks/phone app capability
- Any other expenses related to payroll, taxes, administrative functions.

\$ _____

Town Board of the Town of Hamburg
February 13, 2023 Meeting

25. Emergency Repair for Woodlawn Storm Water Pump Station Supplemental Work

WHEREAS, the Town Board of the Town of Hamburg previously awarded Kandey Co., Inc. a proposal to perform Emergency repairs to the Woodlawn storm sewer pump station; and

WHEREAS, it has been determined that additional 20” valves and connecting piping, excavation and labor are required for proper operation of this by-pass system; and

WHEREAS, this additional work and materials was not part of the original project proposal and therefore requires authorization of a supplemental request

THEREFORE BE IT RESOLVED, based on recommendation of the Superintendent of Public Works, and Highway Superintendent, that the Town Board authorize the Town of Hamburg Supervisor to sign the supplemental proposal No.1 for \$65,102.00. Funds available A.1490.303.403 – Public Works-Permanent Improvements

Moved: R. Hoak

ATTACHMENTS:

Description	Upload Date	Type
Proposal addition	2/9/2023	Cover Memo



19 Ransier Drive
West Seneca, NY 14224
Ph:716-675-7245 Fax:716-675-4957

Project Proposal

To:	Town Of Hamburg Highway Dept	Contact:	Ed Hughes
Address:	2720 Lakeview Road Lakeview, NY 14085 USA	Phone:	716-649-7700
Project Name:	P22-118 Town Of Hamburg Woodlawn Storm PS Additional Upgrades	Bid Number:	P22-118
Project Location:	Woodlawn Ave & First Street, Blasdell, NY	Bid Date:	1/23/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
02	<p>Relocate 20" Underground Storm Water Force Main Piping To Discharge Into Blasdell Creek Approx. 180 LF At A Depth No Greater Than 5" To Top Of Pipe From Wet Well As Follows. Additional Items As Identified Below Based On Meeting And Value Engineering Between TOH Engineering And KCL.</p> <ul style="list-style-type: none"> - Reference Attached For Detail Of Connection To Existing 20" FM Including 20" Plug Valves & 12" Riser - Remove Section Of Existing 20" Ductile Iron Pipe Force Main Just North Of Wet Well And Install New Section Of 20" DI Pipe With Valves & Tees And Connect New 20" HDPE Ductile Iron Pipe Size (DIP) DR-11 To Tee - Extend 20" HDPE DR-11 20" HDPE Force Main Piping To Discharge Into Existing Creek With HDPE MJ Adapter & DI MJ 45 Bend - Remove & Replace Or Core Existing Block And Stone Creek Bank Headwall As Required To Install New 20" Pipe - Excavate & Place Select Pipe Bedding Stone Around New 20" Pipe With Bury Tape And 12 Gauge Trace Wire - NO WORK At Existing 6" By Pass & Valve Boxes - Load Out & Haul Off Site All Excavated Materials - Place & Compact Select 2" Run Of Crush Stone To Match Existing Grade - Hydrostatic Testing Of New 20" HDPE Force Main - Tree & Brush Removal By TOH - Lawn Restoration By TOH - Fence Removal & Replacement By TOH 	1.00	LS	\$65,102.00	\$65,102.00

Total Bid Price: \$65,102.00

Notes:

- **Inclusions:**
 - Mobilization
 - Kandey Scope is Based on Attached TVGA Drawing B-12166 Dated July 1980 With Dick Roberts Mark Ups and Multiple Site Visits
- **Exclusions:**
 - Permits / Fees / Bonds / Special Insurance
 - Rock / Shale / Hazmat / Asbestos Removal
 - Existing Utility Removals or Relocations
 - Obstructions / Large Boulders / Utilities Not Marked by UFPO Or Identified on Drawings
 - All Restoration
 - NYSDEC or ACOE / Environmental Permits Or Fees
 - Well Pointing or Continuous Dewatering
 - Soils Testing
 - Erosion Control
 - Existing Control Panel Work, Pump Cable Terminations Only
 - Engineering or Fees For
 - Fencing Removal or Replacement
 - M&PT
 - NYS Sales Tax
 - Tree or Brush Removal

- Any Work Related to Existing 20" Force Main at Existing 6" Bypass Riser and 36" Intake Connection Including Locating Existing Intake Manhole Chamber in Area By Lake

Payment Terms:

Upon Completion / No Retention to Be Held, No Exceptions

This Proposal May Be Withdrawn by Kandey Company, Inc. If Not Accepted Within: **10 Days**

Delays or Standby Time Due To Circumstances Beyond Kandey Control to Be Invoiced at \$800.00 Per Hour

This Proposal P22-118 To Be Incorporated in Subcontract Agreement

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Kandey Company, Inc.

Authorized Signature:  KCF 1-8-23

Estimator: Richard Roberts Jr
716-818-1290 droberts@kandeycompany.com

Town Board of the Town of Hamburg
February 13, 2023 Meeting

26. Adopt Revised Fee Table

WHEREAS, the Town of Hamburg has various application fees associated with planning board applications, sketch plan reviews, SWPPP Plan reviews, site plan approvals, subdivision approvals, special use permits, and rezoning applications and etc.; and

WHEREAS, the Town recognizes there is an issue of urban blight with properties that are left unattended, unmaintained, or hazardous to the community; and

WHEREAS, any owner, developer or LLC applying for a project or development within the Town of Hamburg that has ownership or management interest to any property within the Town of Hamburg that has been issued with Code Violation or pending litigation pertaining to property related issues will have any and all future permit fee's doubled for any proposed project until Violations are resolved;

NOW, THEREFORE, BE IT RESOLVED, that the Hamburg Town Board adopts the Town's Fee Table for Planning, Zoning and Engineering related Fee schedule dated 2/7/23.

Moved R. Hoak

ATTACHMENTS:

Description	Upload Date	Type
2/7/23 Fee Tables	2/9/2023	Cover Memo
Fee Table	2/9/2023	Cover Memo

<u>Description</u>	<u>2023 Fee</u>
Sketch Plans	\$200.00
Minor addition and site Improvements	\$300.00
Less than 1 acre Dev. Area	\$800.00
Between 1 and 2 acres	\$1,500.00
Between 2 and 5 acres	\$2,000 + \$500 per acre or fraction
Between 5 and 10 acres	\$4,000 + \$750 per acre or fraction
Over 10 acres	\$10,000 + \$500 per acre or fraction
Re-Review of site plan materials (Not a new application)	\$500, \$750, \$1,000, \$1500, \$2,000 (for each above category)
SWPPP Plan Review	
1 – 4.99 acres	\$850.00
5 – 10 acres	\$1,100.00
Greater than 10 acres	\$1,500.00
Special Use Permit	\$300.00 + site plan fee
Public Hearing Fee	\$200.00
Site Plan Waiver	\$150.00
Rezoning Application Fees	
1 acre or less	\$500.00
1 – 5 acres	\$1,000.00
6 – 10 acres	\$3,000.00
11 – 50 acres	\$5,000.00
50 + acres	\$7,500.00

***ANY AND ALL FEES WILL BE DOUBLED IF THE OWNER / APPLICANT / DEVELOPER / LLC HAS ANY PROPERTY WITHIN THE TOWN OF HAMBURG THAT HAS EXISTING PERMIT VIOLATIONS**

<u>Description</u>	<u>2023 Site Plan Fee Schedule</u>
<u>MINOR SUBDIVISIONS</u>	
Sketch Plans	\$155.00
Preliminary Plan	\$300 + \$300/lot over 2
Public Hearing Fee	\$325.00
Final Plat (if required)	\$300.00
<u>MAJOR SUBDIVISIONS (NO PUBLIC IMPROVEMENTS)</u>	
Sketch Plan	\$500.00
Preliminary Plan	\$1,500.00+\$300/lot over 4
Public Hearing Fee	\$325.00
Final Plat	\$1,500.00
Re-Review of subdivision materials	\$1,000.00
(Not a new application)	
<u>MAJOR SUBDIVISIONS (WITH PUBLIC IMPROVEMENTS)</u>	
Sketch Plan	\$500.00
Preliminary Plan	\$1,500.00+\$300/lot over 4
Public Hearing Fee	\$325.00
Final Plat	\$2,000.00
Re-Review of subdivision materials	\$2,000.00
(Not new application)	
PIP Fees	"See Engineering Dept."
SWPPP Plan Review	
1 – 4.99 acres	\$1,000.00
5 – 10 acres	\$1,500.00
Greater than 10 acres	\$2,500.00

***ANY AND ALL FEES WILL BE DOUBLED IF THE OWNER / APPLICANT / DEVELOPER / LLC HAS ANY PROPERTY WITHIN THE TOWN OF HAMBURG THAT HAS EXISTING PERMIT VIOLATIONS**

Town Board of the Town of Hamburg
February 13, 2023 Meeting

27. EECG Consulting, LLC 2023 Agreement

WHEREAS, the Town of Hamburg contracts with EECG Consulting, LLC, (Mark Melewski) on an annual basis for consulting services along with strategic planning, project management, grants management and grant writing.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Hamburg agrees to renew its contract with EECG Consulting, LLC, for the services above rendered for the calendar year 2023, subject to the terms and conditions in the attached agreement, and authorizes the Town Supervisor to execute the Letter of Agreement prepared by Mr. Melewski on behalf of the Town of Hamburg.

MOVED: R. HOAK

ATTACHMENTS:

Description	Upload Date	Type
EECG Consulting 2023 Agreement	2/9/2023	Cover Memo



EECG Consulting, LLC

FY2023 Consulting Services Town of Hamburg, New York

Prepared By:
EECG Consulting, LLC

Submitted to:
Town of Hamburg, New York

Mark Melewski
Managing Director

EECG Consulting, LLC
5651 Main Street, Suite 8-133
Williamsville, New York 14221
Tel: (716) 228-8447
Email: mark_melewski@eecgllc.com
www.eecgllc.com

Letter of Agreement

February 2023

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A. Cover Letter



EECG Consulting, LLC

February 9, 2023

Supervisor Randy Hoak
Town of Hamburg
6100 South Park Avenue
Hamburg, New York 14075

Dear Supervisor Hoak:

I, Mark Melewski, Managing Director, EECG Consulting, LLC, would like to state my interest in providing consulting services to the Town of Hamburg, New York for FY2023. The letter of agreement is identified in the subsequent pages. If you have any questions or if you require any additional information please contact me directly at (716) 228-8447. Thank you again.

Best Regards,

Mark Melewski, MPP
Managing Director
EECG Consulting, LLC



B. Letter of Agreement

The letter of agreement for consulting services to be provided to the Town of Hamburg, New York for FY2023 including overview, deliverables, and compensation is identified below.

LETTER OF AGREEMENT

February 9, 2023

Supervisor Randy Hoak
Town of Hamburg
6100 South Park Avenue
Hamburg, New York 14075

Dear Supervisor Hoak:

The following constitutes our agreement for consulting services to be provided by Mr. Mark Melewski, Managing Director, EECG Consulting, LLC, Consultant, to and for Mr. Randy Hoak, Supervisor, Town of Hamburg, New York, Client. Consulting services provided by Consultant are identified as: Strategic Planning, Grants Management, Grant Writing Services, and Project Management.

Consulting services will be performed on the following schedule:

Consultant agrees that, commencing with the effective date of this agreement and terminating on 12/31/2023, he will, consistent with his other obligations, render to Client such consulting services as Client may request. The consulting services provided will include but are not limited to: strategic planning, project development, grants management, project management, project formulation, final project submission, grant writing, and preparation of supporting attachments and/ or documents. Consultant shall not be required at any time to render services that would conflict with any obligations of Consultant undertaken prior to the request for such services by Client.

Fees and expenses agreed upon and schedule for payments are as follows:

Compensation for the consulting services identified above will be paid to **EECG Consulting, LLC** by the **Town of Hamburg**:

- Invoices will be submitted by **EECG Consulting, LLC** to the **Town of Hamburg** for services provided on a regular basis
- Consulting services with respect to strategic planning, grants management, and grant writing will be provided by **EECG Consulting, LLC** to the **Town of Hamburg** at a fee of **\$80 per hour**
- Consulting services with respect to strategic planning, grants management, and grant writing will be provided by **EECG Consulting, LLC** to the **Town of Hamburg** at a fee of **\$80 per hour NOT TO EXCEED \$3,000 per Grant Application, and NOT TO EXCEED** the annual budgeted cap for all of the foregoing to the extent of **\$35,000 for the calendar year 2023**



- For consulting services with regards to **Project Management** for grant funded projects, **associated fees will be identified in each respective project budget**, and/ or such services shall be made either by the Town Supervisor or pursuant to a resolution by the Hamburg Town Board at a fee of **\$80 per hour**
- Any consulting services requested by the **Town of Hamburg** outside of the scope of services identified in this agreement will be provided by **EECG Consulting, LLC** at a fee of **\$80 per hour**, and the request for such services shall be made either by the Town Supervisor or pursuant to a resolution by the Hamburg Town Board
- Any and all purchases/ expenses for project related materials and/ or supplies approved by the **Town of Hamburg** will be submitted to the **Town of Hamburg** for **Full Reimbursement**
- All invoices shall include a brief description of the services rendered, the date upon which they were rendered, the amount of time expended in rendering those services, and such invoices shall be payable upon thirty (30) days of the invoice date

This agreement may be terminated by Client or Consultant at any time on thirty (30) days advance written notice.

This agreement represents the entire agreement between us and shall not be subject to any waiver, modification, or discharge except in writing signed by both of us. No representations or conditions are made by either party except as expressly contained in this agreement. This agreement shall be interpreted in accordance with the laws of the State of New York.

Signatures:

X Mark Melewski
Mark Melewski, Managing Director, EECG Consulting, LLC

2/9/2023
Date

X _____
Randy Hoak, Supervisor, Town of Hamburg, NY

Date



C. Contact Information

Mark Melewski, MPP
Managing Director
EECG Consulting, LLC
5651 Main Street, Suite 8-133
Williamsville, New York 14221
Tel: (716) 228-8447
Email: mark_melewski@eecgllc.com
www.eecgllc.com



Town Board of the Town of Hamburg
February 13, 2023 Meeting

28. Professional Design Services Agreement Hamburg Skatepark Project

WHEREAS, the Town of Hamburg is seeking the services of a qualified firm to develop a Design (Phase I) for an 8,000 sq. ft. – 12,000 sq. ft. concrete skatepark which will revitalize the existing, distressed community park on Electric Avenue in the Town of Hamburg; and

WHEREAS, the Town of Hamburg issued an RFP in the New York State Contract Reporter on 8/1/22 and received five (5) proposals prior to the due date of 9/1/22; and

WHEREAS, the Hamburg Skatepark Project Advisory Committee reviewed/ scored all five (5) proposals and selected Pillar Design Studios to provide the required professional design services.

NOW, THEREFORE, BE IT RESOLVED, the Hamburg Town Board authorizes the Supervisor to sign an agreement, attached hereto, with Pillar Design Studios.

MOVED: R. HOAK

ATTACHMENTS:

Description	Upload Date	Type
Pillar Design Studios Agreement	2/9/2023	Cover Memo

PROPOSED SCOPE OF WORK FOR SKATEPARK DESIGN SERVICES

Pillar Design Studios, L.L.C. (Pillar) has prepared this scope of work to summarize our process and to aid in the clarification of project responsibilities. Accordingly Pillar is providing the Town of Hamburg (CLIENT) with this scope of work for the design of the Skatepark project. Pillar will serve as the Skate Park Designer and Specialist.

Scope of work includes:

- Professional Design Services for a Skatepark
- Construction Documentation, Technical Specification and Cost Estimate

PHASE I - Skatepark Planning and Project Management

Objectives:

- Define scope of work, budget, schedule and overall project coordination.
- Review any existing studies, design concepts, existing data sources and any other applicable work done to date in regards to this project.
- Establish a working relationship with all team members.
- Offer three design concepts similar in size and budget to assist during the design process.

I.a – Project Management

- The goals of this phase will be to perform an analysis of the identified site. We will evaluate the skatepark location and condition, as well as identify and evaluate existing design issues, program elements and create a design program for the overall phase that meets the intent of the project goals and objectives.

I.b - Define Scope, Budget and Collection of Materials

- Pillar will provide the client with a project design program to help compile all necessary information pertinent to this project. This form will assist the design team with Skatepark Evaluation and Conceptual Design elements.
- The Client shall provide Pillar with a list of approved, required and/or prohibited construction products, materials, finishes and colors for this project.
- The Client shall provide Pillar with all available existing and proposed project information as it relates to the master plan improvements in CAD format, this shall include but not be limited to the following items:
 - a. Property lines and project boundaries
 - b. Survey benchmark and basis of bearing
 - c. Easements
 - d. Site improvements
 - e. Utility locations
 - f. Vegetation

- The Client shall provide Pillar with a geo-technical report containing the locations of all borings, an executive summary, detailed description of the findings and recommendations and a detailed report of the laboratory tests performed. Assisting the City with determining appropriate timing for any needed geo-technical information. The designer will be responsible for evaluating associated data and incorporating the data into the final Skatepark design. The cost of the Geo-Technical Report is the responsibility of the client.
- The Client shall provide Pillar with the proposed construction budget and any known in-kind or local costs for materials to be included in the estimate of probable construction costs.
- The Client shall provide Pillar with a list of all agencies required to review and approve the construction document package.
- The Client shall provide Pillar with any specific details, title blocks, specifications and/or document formatting requirements.

I.c – Project Kick Off Meeting (VIRTUAL)

- The Kick Off Meeting is where all team members are able to set the tone for the project, discuss goals, expectations, scheduling, budgeting.
- Establish the project working relationship with all members of the project design team.
- Review applicable studies, concepts, existing data sources, and any other work done to date in the interest of this project.
- Pillar will provide the client with a Flyer for promotional purposes no later than two weeks prior to the set public input meeting.

I.d - Park Examples

- Pillar will provide the Client with three (3) skate park design examples (the examples may include existing skate park projects) that fit the project size and budget constraints. These examples will show possible terrain and layouts to aid in the public design process.
- Skate park examples will be provided in both plan and 3 dimensional views.

I.e - Social Media

- Pillar will use our Facebook page (if one has not already been created specifically for this Skatepark project), to promote, facilitate and allow for open dialog during the Skatepark design phase. This page will be open to anyone with an Internet connection for public interaction during the design process.
- The Facebook page provides a discussion platform for users, City officials and design team to discuss design ideas throughout the design process. It also delivers a place for concepts to be displayed and users to give their feedback in real time.
- We will create a unique hashtag (#) to your Skatepark project, that will be used through the life of the project, which increases outreach, provides easy search capabilities as well as enhanced notifications.
- Pillar will use our social media connections and channels, ie Facebook, Instagram, Twitter and YouTube to full promote and advocate for your

Skatepark project. We will post preliminary concepts for feedback, flyers for upcoming meetings and events throughout the life of the project.

PHASE II – Schematic Design and Preliminary Estimate

OBJECTIVES:

- 2 Private design review meetings
- 2 Public design review – input meeting
- Three concept designs
- Provide final master plan concept
- Provide preliminary estimate of probable construction cost
- Final Skatepark design graphics in 3D format
- 3D fly through video of the final concept
- In-Kind donation allocation and funding assistance

II.a – Private Design Review Meeting

- Pillar and the Client will meet at the site, discussing limitations, exceptions and advantages of the site prior to the public input/design meeting.

II.b - Public Input Meeting

- This meeting will serve as an introduction of sorts, it gives the community and users alike to meet our design team, ask questions about our experience and discuss their Skatepark project in-depth. The meeting will be structured to cover two main points.
- Design Team Intro and User Request
 - a. Design team introduction; It gives the community and users alike to meet our design team, ask questions about our experience and discuss their Skatepark project in-depth.
 - b. We will discuss the users needs/wants.
 - c. Surveys will be distributed that will provide us with feedback needed for our analysis.
- This section of the meeting is meant to cultivate and grow the user's ideas, get them on paper and provide a starting point for our Design team.
 - a. We will provide three concept designs, that are similar in size and budget to begin discussions and aid in the flow of conversation. Please note these designs will not be site specific but merely a depiction of what can be done.
 - b. The lead design and project manager will walk the skaters/user groups through the designs discussing the reasoning behind the flow, style, etc.

- c. We employ an open format that allows attendees to engage directly with our design staff. Using visual aids, small group sketch sessions and video tools to engage the local users.
 - d. Social media links as well as hashtags will be given out to provide an outlet for further discussion regarding design intent.
- A typical design input workshop takes 2 to 3 hours.
 - Please note II.a and II.b will be conducted on the same on-site visit.

II.c - Skate Park Conceptual Designs

- Based on the information obtained from the kick off meeting, design review meetings and social media. Pillar will prepare a maximum of three conceptual Skate park designs that illustrating the overall layout and fit within the proposed site and budget.
 - o Develop a maximum of three (3) conceptual Skatepark designs.
 - o Incorporation of amenities
 - o Incorporate environmental impact features/elements to meet the \$50,000 Environmental Impact Award from the Skatepark project.
 - o Preliminary cost estimates.
- The conceptual designs will be provided in both plan and 3 dimensional views.

II.d -Second Design Review Meeting

- **Private Design Meeting**
- Pillar will discuss the conceptual designs with the City and PAC as well as provide the online - social media feedback that has been received.
- Once a direction has been established and agreed upon, Pillar will incorporate the social media comments and begin to shape designs.
- The conceptual designs will show the final Skatepark design and its relationships to the existing sites in general detail.
- Conceptual designs will be uploaded to social media channels to allow for users and community members to provide feedback.
- **Public Design Meeting**
- The second public design meeting will follow the same format as the first meeting only Pillar will present the skate park conceptual designs prepared specifically for this site. The meeting participants will also have opportunity ask any question and provide any input on the proposed skate park design.

II.e - Final Skate Park Plan

- Pillar will prepare one final conceptual design based on the comments from the Client Review Meetings and users input.
- The conceptual design shall show the final Skate park design, proposed master plan improvements and their relationships to the existing site in general detail.

- Preliminary and Final Concepts will be provided in plan and 3d perspective views.

II.f – Skate Park Fly-Through Video

- Once the final design has been approved, Pillar will provided a 3D fly through video of the overall Skatepark design and its surroundings.

II.g - Preliminary Estimate of Probable Construction Cost

- Using general square footage prices (based on national average) not specific to the proposed project location (unless the Client has provided information on in-kind and/or local unit prices), Pillar shall provide the Client with an estimate of probable construction cost for the proposed Skate park and master plan improvements.

II.h - Final Design Presentation (VIRTUAL)

- Pillar will present the final design to the Town Board for approval.
- The designer will walk the Town through the final design, cost associated and answer any questions that may come up.

PHASE III - Design Development

Objectives:

- Upon client approval of Skatepark design, Pillar shall prepare the design development drawings.
- Two internal staff/consultant meetings via phone conference.
- Expand upon the master plan design providing detailed direction as to the materials selection/location, Skatepark terrain layout/dimensions and site amenities.
- Refine the estimate of probable construction costs.

III.a - Skatepark Design Approval Meeting (Phone Conference)

- The Client and the design team will review the master plan to insure all design criteria has been met and confirm any revisions prior to beginning the construction documents.
- Upon conclusion of the phone conference, the client will provide Pillar with written notice to proceed.

III.b – Project Design Development Plans

- Various plans will be prepared to convey conceptual design intent and further refine quantities for cost estimation. A preliminary list of plans is described below. Plan information to be provided at 20 scale or greater and may be combined where possible, depending on graphic clarity.
 - o Existing Conditions
 - o Demolition Plan
 - o Layout and materials plans with enlargements as necessary
 - o Signage plan

- o Concept site grading plan
- o Skatepark Layout
- o Details as necessary for all improvements included in scope of work

III.c - Cost Estimate

- A detailed unit cost estimate will be prepared to include all elements of proposed development, demolition or upgrade. Soft costs such as final design, permitting fees and construction costs will also be including in the cost estimate.

III.d - Client Staff Coordination Meetings (VIRTUAL)

- It is assumed that two coordination meetings with Client staff will be held during this phase. Additional communication and phone conferences will occur as needed to resolve specific design and technical requirements.
- Please note design plans are now at a 60% level.

PHASE IV - Construction Documents

Objectives:

- Upon Client approval, Pillar shall finalize the construction documents in technical detail, setting forth the requirements for construction of the proposed master plan improvements.
- 90% and 100% Drawings
- 90% and 100% Cost Estimate
- 90% and 100% Technical Specifications/Project Manual
- Pillar will present the client with 100% construction document package for bidding and construction purposes.

IV.a - Skatepark Design Development Meeting (phone conference)

- The Client and the design team will discuss the review comments for the 60% construction document package and the actions needed to address the comments.
- Upon conclusion of the phone conference, the client will provide Pillar with written notice to proceed.

IV.b - 60% Construction Documents

- Upon receipt of notice to proceed, Pillar will commence production of the construction document package.
- In general the construction document package includes the construction drawings, written specifications, cost estimate and any required reports necessary to build the proposed master plan improvements.

IV.c - Construction Drawings

- The construction drawings package typically includes the following sheets.

- Note additional plans/details may be added as necessary to further clarify design intent.
 - a. Cover Sheet: General project information and notes.
 - b. Site Plan: An overall plan showing the proposed master plan improvements plus any existing features requiring additional consideration.
 - c. Horizontal Control Plan: Reference points for all Skatepark features in standard Point/Northing/Easting format plus layout information for all plan view line-work.
 - d. Surface Grading & Drainage Plan: All necessary spot elevations, flow arrows, drain locations and swales needed to convey finish elevations and direction of flow within the Skatepark. Additionally, finish grade contours will be shown around the Skatepark depicting proposed grading need to tie the intended Skatepark into the existing grade.
 - e. Subsurface Drainage Plan: All necessary elevations, slopes, lengths, pumps, drains and outfall locations needed for the proposed drainage system.
 - f. Concrete Plan: Type, location, finish and color of all of the concrete.
 - g. Coping Plan: Type, location, finish and color of all coping and metal components.
 - h. Jointing Plan: Type and location of all concrete joints.
 - i. Cross Sections: Multiple dimensioned vertical sections cutting through all terrain elements within the Skatepark.
 - j. Details: Standard and custom construction detailing for all master plan improvements.

IV.d - Statement of Probable Construction Cost

- Pillar will provide a cost estimate for all master plan improvements as detailed in the scope of work.

IV.e - 90% Design Development Review Submittal

- Pillar will submit 90% construction documents, specifications and probable construction cost for review by the client.
- It shall be the responsibility of the client to review all materials submitted by Pillar and provide a written response with any questions or comments.

IV.f - 100% Construction Documents Meeting (phone conference)

- The Client and Pillar will discuss the review comments for the 90% construction document package and the actions needed to address the comment.
- Upon conclusion of the phone conference, the client will provide Pillar with written notice to proceed.

IV.g - 100% Construction Documents

- Upon receipt of notice to proceed, Pillar shall address the final review comments and prepare the final construction document package.

- The final package will be stamped by a licensed PE.
- Upon completion of the final construction document package the following shall be delivered to the client, in electronic format:
 1. Reproducible scans of the construction drawings in PDF format.
 2. Written specifications in PDF format.
 3. Statement of probable construction costs in PDF format.
 4. Comma-delimited text file (CSV) containing all reference points in Point/Northing/Easting format.

Project Assumptions

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word, Version 2016.
- All spreadsheet documents will be generated using Microsoft Excel, 2016
- All CAD files will be generated with AutoCAD 2022.
- The topographical survey will be completed by Pillar.
- Pillar has not retained a Geo-technical Engineer, Landscape Architect or Civil Engineer. Final drawings will be stamped by a Professional Engineer.
- Pillar agrees to include environmental impact features into the design, these features will have a construction budget of \$50,000.
- The Client shall provide Division 1 Specifications, Bidding and Agreement Forms/Bonds, Conditions of the Contract, and any other non-technical specification.
- Additional meetings, if required and approved, will be billed at our normal hourly rates.
- Additional plan sets, if required and approved, will be billed at our normal in-house, or out-of-house duplication rates.

Project Fees

Fees for the Services detailed in the proposed scope of work are outlined below. The fees, though based on man hours per task, are presented as lump sum not to exceed amounts. However, these fees are negotiable, and we reserve the right to re-negotiate should the scope of work change. Reimbursable expenses are included in the fee below.

The fees listed below include preparation of plans one time only. Changes to the plans and/or design made by the Client and/or reviewing agencies, which could not reasonably be anticipated by Pillar Design Studios, will be completed upon Client approval on a time and materials basis.

SKATEPARK DESIGN, PLANNING AND CONSTRUCTION SERVICES

PHASE I	Planning and Project Management	\$2,500
PHASE II	Schematic Design	\$15,250
PHASE III	Design Development	\$16,000
PHASE IV	Construction Documents	\$13,750
TOTAL		\$47,500.00

POSSIBLE ADDITIONAL SERVICES
In Person Final Presentation Meeting

\$3,500.00

Please note our design fee includes drainage and sustainable design elements, if an in-depth stormwater management plan is required this is in addition to the fee above. We understand the Town is working within a fixed budget, we are eager to work with the Town and discuss cost saving options.

Contract Provisions

1. The compensation due Pillar Design Studios, LLC. for the work to be performed hereunder shall be set forth in Fees and Expenses above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above described scope of work. Wherever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Pillar Design Studios, LLC. hereunder, provided the change was in fact approved and ordered by the Client. Client accepts that signing this form shall be construed as authorization by the Client for Pillar Design Studios, LLC. to proceed with the work.
2. All fees, commissions, product charges and expenses billed shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (18.0% A.P.R.). Client agrees that all statements not objected to in writing within five (5) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of Pillar Design Studios, LLC's performance and the value of the services provided to Client.
3. Any cost estimates provided by Pillar Design Studios, LLC. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures Pillar Design Studios, LLC. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
4. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Pillar Design Studios, LLC. should be listed as the Skatepark Designer and/or Landscape Architect (as applicable). In addition, this contract represents non-exclusive approval by the Client for publication of the project by Pillar Design Studios, LLC.
5. The client shall be permitted to retain physical copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The client shall be permitted to retain an electronic copies of drawings and specification in the event the project must be completed by others as Pillar Design Studios, LLC is in default under this

agreement. The drawings and specifications shall not be used by the Client on another project.

6. Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates Pillar Design Studios, LLC. to safe keep or provide documents to Client, Pillar Design Studios, LLC. shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by Pillar Design Studios, LLC. unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of Pillar Design Studios, LLC..
7. If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) days or more, or upon instruction by Client to Pillar Design Studios, LLC. to suspend activity on the project, Pillar Design Studios, LLC. shall be compensated for all services performed together with all reimbursable expenses due and the contract shall be deemed terminated. If the project is resumed after such suspension the Agreement between Client and Pillar Design Studios, LLC. shall be re-negotiated prior to resumption of work by Pillar Design Studios, LLC. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings for a sixty- (60) day period or written instruction by Client to suspend substantially all project activities.
8. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
9. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Contract shall be deemed terminated by the non-defaulting party by reason of default. For purpose hereof, any failure to pay sums due under Paragraph 2, above, for a period of ninety- (90) days shall be deemed justifiable grounds for declaration of default. Moreover, Pillar Design Studios, LLC. failure to substantially perform under this Agreement shall be deemed justifiable grounds for declaration of default. In addition, either party may terminate this agreement with or without cause upon thirty- (30) days written notice by either party.
10. Laws of the State of Arizona shall control any proceedings arising in the transaction described herein. All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association. Either the Client or Pillar Design Studios, LLC. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.
11. In the event legal action is brought by the Client or Pillar Design Studios, LLC. against the other to enforce any of the obligations hereunder or arising out of the dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fee's, costs and expenses as may be set by the court.

12. Pillar Design Studios, LLC. shall carry a minimum errors and omissions liability insurance of \$1,000,000.00 that will include the Client as an additional insured.
13. Consultant's liability to the client for any claim or cause of action based on negligence, breach of contract, indemnity or any other theory of liability shall be limited to \$50,000 or the fee received for Consultant's services, whichever is greater.
14. This agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
15. This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

Acceptance

If this proposal meets with your approval, please sign and email to nicole@pillardesignstudios.com. When accepted, this proposal will serve as a mutual commitment between Pillar Design Studios, LLC. and the Client for the above outlined services and fees. Work will be scheduled upon receipt of signed agreement.

By signing below you are accepting the terms and condition listed above.

Pillar Design Studios, L.L.C.

Date: 2/09/2023

By: 
 Brad Siedlecki, Principal
 Pillar Design Studios, L.L.C.

Date: _____

By: _____
 Town of Hamburg, NY

ATTACHMENT: The Town of Hamburg & the Skatepark Project agreement in regard to design services only.



April 30th, 2021

Attn: Martin Denecke
Town of Hamburg
4540 Southwestern Blvd.
Hamburg, New York 14075

Dear Martin:

I'm pleased to inform you that The Skatepark Project (formerly known as the Tony Hawk Foundation) is offering you up to \$300,000 ("Award"), consisting of a \$250,000 matching grant ("Matching Award") and a \$50,000 Environmental Impact Award. This Award is made available through the generosity of the Ralph C. Wilson, Jr. Foundation, to assist in the **construction** of your public, non-profit skatepark in the Town of Hamburg, subject to the following conditions:

The Award is a challenge grant, which requires you to raise at least \$50,000 and up to \$250,000 ("Matching Amount") from another source or sources by April 30th, 2022. Any money raised by you through April 30th, 2022 ("Fundraising Deadline") that is designated for construction of your skatepark (not including site amenities outside the skatepark) will count towards raising the Matching Amount.

Funds raised before applying for this grant can be included in your Matching Amount.

You must raise at least \$50,000 to qualify for the Matching Award.

When you have raised the Matching Amount, you must contact The Skatepark Project at contact@skatepark.org and provide the following:

- The sum of your total fundraising for your skatepark project; and
- A copy of a bank statement or account balance receipt; and
- A signed and dated letter, on your organization's letterhead (or your fiscal sponsor's letterhead), indicating the current skatepark account balance. Letter must be signed by the organization's CEO, President, or Chairperson.

Upon receiving evidence that you have raised the Matching Amount, your Award check will be processed and sent to you.

It is our hope that this fundraising challenge and your receipt of the Award, should you succeed in raising the Matching Amount, might also help raise your project's public profile. We'll leave such publicity strategies to your discretion. We only ask that you don't imply that Tony Hawk will be appearing at your park, and that no one exploits his name for personal gain.

If you received a physical agreement, please sign and return this original document to: 1203 Activity DR, Vista, CA 92081

If you received an electronic agreement, please complete the information fields, apply your electronic signature, and submit the document.

If the Award is granted to you, such grant is made subject to the following conditions:

1. You agree to assume any and all liability for:

- a. The construction and operation of the skateboard park, and
 - b. The implementation of any information or advice given to you by The Skatepark Project, Ralph C. Wilson, Jr. Foundation, the Community Foundation For Southeast Michigan, or the Community Foundation For Greater Buffalo ("Foundations").
2. The Foundations have the right to terminate the grant, to modify or withhold any payment otherwise due under the grant, or to require repayment of any expended or unexpended grant funds if the skatepark is not operational within **two** (2) years of the date of this agreement, or if in the Foundations' sole judgment:
 - a. Grant funds or income arising from the grant have been used for purposes other than those described above; or
 - b. Your organization has failed to comply with any of the terms of the grant.
 - c. You make significant modifications to your skatepark plan, as described in the original Grant Application, without obtaining the advance approval of The Skatepark Project.
3. You assure the Foundations that an experienced, qualified specialty skatepark designer and an experienced, qualified specialty skatepark builder will be hired to work with local skaters and the community to create a unique design for the skatepark. Further, you will not enter into a contract agreement with a skatepark designer or skatepark builder without written approval and consent from The Skatepark Project. In connections therewith, you will submit to The Skatepark Project the following information for consideration:
 - a. A List of previous five (5) skatepark projects (location, size) completed by skatepark designer and skatepark builder; and
 - b. A List of reference names and phone numbers of representatives from each of the five (5) projects completed by the skatepark designer and skatepark builder.
4. You agree to allow a consultant of The Skatepark Project's choosing to negotiate with your approved skatepark design and construction vendors to specify environmental-impact features that will be included in the resulting skatepark or in the process of developing the skatepark (some examples of typical environmental features are listed in Appendix A, however, the specific environmental features required of your skatepark will vary from these examples and will be specified by The Skatepark Project and it's consultant at a later date in a final Appendix A). The Environmental Impact Award is to be used to construct these features. Further, the Environmental Impact Award is conditioned on your compliance with (i) the requirements of the Matching Award and with (ii) the environmental impact features to be specified by The Skatepark Project's consultant in the final Appendix A, which will be verified by The Skatepark Project and its consultant.
5. You agree to provide a written progress report (via The Skatepark Project's online questionnaire) on or before six months from the date of this agreement, and every six months thereafter until the skatepark opens, detailing the manner in which the Grant money has been spent and the progress you've made in accomplishing the purpose of the Grant. Within **three** (3) months of opening the skatepark, you agree to submit a final report (via The Skatepark Project's online Final Report questionnaire), to send **ten** (10) photographs showing the entire skatepark in use (emailed to TSP staff), and to submit **three** (3) video testimonials of your advocacy experience (via The Skatepark Project's online Skatepark Story submission portal) – one from the grant writer, one from the lead advocate, and one from the youth ambassador (and parent).
6. You qualify as a public charity as described in Internal Revenue Code ("IRC") Section 501(c)(3) and IRC Section 170(b)(1)(a), or you are a state or local agency, including public school systems or public projects. You agree to inform The Skatepark Project immediately of

any alterations in your organization's structure or activities which may adversely affect its status under this Code provision.

7. You agree NOT to expend grant funds from The Skatepark Project:
 - a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of IRC 4945(d)(1), or
 - b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of IRC Section 4945(d)(2). (The term "legislation" in this case does not include actions by executive, judicial or administrative bodies, such as school boards, housing authorities, zoning boards, and similar federal, state or local special-purpose bodies.)
8. Neither Tony Hawk's name nor likeness may be used for any purpose, including, without limitation, in connection with the skatepark and/or any other activities of the Oakland County Sheriff Police Athletic League, or otherwise. Notwithstanding the foregoing, you are welcome to make any appropriate public announcements about this grant, particularly if they are designed to boost local fundraising efforts.
9. You give the Foundations permission to publicly release information concerning this fundraising challenge and grant (if awarded), including your statements and correspondence with the Foundations.
10. You shall fully indemnify, defend, and hold harmless The Skatepark Project, Tony Hawk, Inc., Tony Hawk, Ralph C. Wilson, Jr. Foundation, Community Foundation For Southeast Michigan, Community Foundation For Greater Buffalo, and each of their affiliates, officers, directors, partners, shareholders, employees, contractors, successors, licensees and assigns (collectively, "Indemnified Parties"), of and from all claims, actions, suits, damages, liabilities, losses, settlements, judgments, costs or expenses (including but not limited to reasonable attorneys' fees and court costs) with respect to any and all claims arising in connection with the fundraising challenge and/or the grant (if awarded) and/or the skatepark, including, without limitation, any and all third-party claims for injuries and or other damages, if any, resulting at, or otherwise related to, the skatepark, whether or not the relevant claim has merit, or which arise out of or relate to any breach of any representation or warranty of Oakland County Sheriff Police Athletic League under this Agreement or under applicable law.
11. In the event that you maintain a general liability insurance policy or similar coverage, you will name each of the Foundations as additional insureds.

Please signify your agreement to the above terms of the grant by signing below. The agreement must be signed by the officer or officers who are, under your bylaws and the law governing you, authorized to execute contracts on your organization's behalf. The agreement must be signed no later than 14 days from the date it was issued.

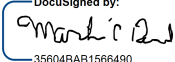
Sincerely,

DocuSigned by:

Benjamin Bashein

Benjamin Anderson Bashein
Executive Director
The Skatepark Project

Agreed to and accepted on behalf of the Town of Hamburg

By: 35604BAB1566490...

Name: Martin Denecke

Title: Director

Date: 5/11/2021

The electronic-transfer payment will be made to: Town of Hamburg

Please enter the Grant Recipient bank-account routing information below. See Below

Bank Name: M & T Bank

Bank ABA: 022000046

Account Number: 8890766689

Account Name: Town of Hamburg

Appendix A – List and description of environmental impact features

1. Stormwater Facility

A green stormwater facility will be located within the skatepark to manage a portion of runoff from the impervious area using plants and soil. The facility will be planted with native plants and sized per local stormwater standards.

Total Quantity: 1,500 square feet

2. Educational Signage

Signs will be installed at the skatepark to inform visitors of the sustainable features that are incorporated within the skatepark.

Total Quantity: 2

3. Shade Trees

Trees will provide shade over the skatepark for visitors and help cool the site.

Total Quantity: 6

4. Native Planting

Native plant material around skatepark will integrate skatepark into surrounding landscape and promote use of drought-tolerant native plants.

Total Quantity: 1,500 square feet

5. Recycle Bins

Recycle bins to be installed adjacent to skatepark to allow / promote recycling.

Total Quantity: 2